

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 of 4	
2. AMENDMENT/MODIFICATION NO. M023		3. EFFECTIVE DATE See block 16C		4. REQUISITION/PURCHASE REQ NO N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY O.E. Department of Energy Portsmouth Paducah Project Office 1817 Majestic Drive, Suite 200 Lexington, Kentucky 40513		CODE		7. ADMINISTERED BY (If other than Item 6) U.S. Department of Energy Portsmouth Paducah Project Office 1817 Majestic Drive, Suite 200 Lexington, Kentucky 40513		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) Thera ProServe Management Company, LLC 230 East North St Waverly, OH 43690				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MODIFICATION OF CONTRACT/ORDER NO DB-AC24-050120193			
				10B. DATED (SEE ITEM 11) 16 March 2005			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers: <input type="checkbox"/> Is extended <input type="checkbox"/> Is not extended Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
ACCOUNTING AND APPROPRIATION DATA (If required)							
Fund	Year	Allottee	Object Class	Program	Project	Dollar Amount	Parent Acct
12. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: / THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Clause 1.7B FAR 52.243-2 "Changes - Cost Reimbursement"							
D. OTHER (Specify type of modification and authority)							
13. IMPORTANT: Contract <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 2 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)							
SEE PAGES 2-4							
15A. NAME AND TITLE OF SKINNER (Type or print) Mark J Scott, Vice President				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert J. Bell Contracting Officer			
15B. CONTRACTOR/OFFEROR Mark J Scott (Signature of person authorized to sign)		15C. DATE SIGNED 12/21/07		16B. UNITED STATES OF AMERICA BY Robert J. Bell (Signature of Contracting Officer)		16C. DATE SIGNED 12/21/07	

The purpose of this modification is to revise Sections B, C, and J of the contract to reflect negotiated settlement of the contractor's request for equitable adjustment proposal which was certified current, accurate, and complete as of December 11, 2007. The contract is revised as follows:

SECTION B

1. Clause B.2 "Estimated Cost, Base, and Award Fee" is revised as follows:

- (a). The amount in B.2 Paragraph (a) is revised from \$49,382,280.17 to **\$69,225,721.71.**
- (b). The amount in B.2 Paragraph (a) (2) is revised from \$48,735,403.69 to **\$68,578,844.69.**
- (c). The amount in B.2 Paragraph (e) is revised from \$2,393,762.21 to **\$3,393,762.21.**
- (d) The amount in B.2 Paragraph (f) is revised from \$51,856,997.38 to **\$71,700,438.38.**

SECTION C

2. Statement of Work, Part V, Paragraph N. "Support to DOE," Subparagraph 6, the first sentence is revised as follows:

From: "The Contractor shall provide technical and administrative support of activities necessary to DOE'S oversight of USEC, such as site work to be paid for directly by DOE and work related to Cold Shutdown (CSD) plant status."

To: "The Contractor shall provide technical and administrative support of activities necessary to DOE'S oversight of USEC, such as site work to be paid for directly by DOE and work related to Cold Shutdown (CSD) plant status through January 31, 2009."

3. Statement of Work, Part V, Paragraph J. "Site Security," the following is added as Subparagraph 1 (h):

- "h. The Contractor will provide DOE security escorts at the PORTS site for maintenance and/or other activities performed by DOE subcontractors. Additionally, the Contractor will also provide security escorts for photo badging and security briefing site entrance requirements at the PORTS site."

4. Statement of Work, Part V, Paragraph N. "Support to DOE," Subparagraph 7 is revised as follows:

From: "The Contractor shall maintain and operate the LAN and perform network administration for the Portsmouth/Paducah Project Office located in Lexington, Kentucky, and the DOE Portsmouth Site Office (PSO). The Contractor is not required to establish a Lexington office. The Contractor shall provide support for a maximum of 18 federal personnel at the Lexington office. Network administration includes server maintenance, customer service support and helpdesk support. Customer service support includes unpacking, installation, testing, removal of personal computers (PCs) and related components and software."

The Contractor shall:

- a. Install, setup, troubleshoot and support application software such as Microsoft Office Suite, Windows and Windows Applications;
- b. Install, set up and troubleshoot DOE Corporate applications such as CHRIS, DISCAS, Travel Manager, EIS, etc.;
- c. Troubleshoot and correct connections between user PC's and the servers, and between onsite servers and other onsite and offsite servers and networks, including but not limited to PC and server maintenance and repairs as necessary;
- d. Provide customer support and individual help in the use of PC software and hardware including peripheral devices, and the resolution of problems for the federal staffs at the PPPO and PSO;
- e. Act as initial interface in assessing user needs through personal visits and telephone;
- f. Support training and special events through computer and audiovisual setups both at Portsmouth and the PPPO;
- g. Maintain laptop computers for checkout by DOE federal staff;
- h. Process requests for telephone service to include installation, service and termination; and"

To: "The Contractor shall maintain and operate the LAN and perform network administration for the DOE Portsmouth Site Office (PSO). Network administration includes server maintenance, customer service support and helpdesk support. Customer service support includes unpacking, installation, testing, removal of personal computers (PCs) and related components and software. The Contractor shall:

- a. Install, setup, troubleshoot and support application software such as Microsoft Office Suite, Windows and Windows Applications;
- b. Install, set up and troubleshoot DOE Corporate applications such as CHRIS, DISCAS, Travel Manager, EIS, etc.;
- c. Troubleshoot and correct connections between user PC's and the servers, and between onsite servers and other onsite and offsite servers and networks, including but not limited to PC and server maintenance and repairs as necessary;
- d. Provide customer support and individual help in the use of PC software and hardware including peripheral devices, and the resolution of problems for the federal staff at the PSO;
- e. Act as initial interface in assessing user needs through personal visits and telephone;

- f. Support training and special events through computer and audiovisual setups bat Portsmouth;
- g. Maintain laptop computers for checkout by DOE federal staff at Portsmouth
- h. Process requests for telephone service to include installation, service and termination; and"

SECTION J

- 5. List B of J Attachment A (1) is updated by removing DOE Order 414.1A "Quality Assurance" and replacing with DOE Order 414.1C "Quality Assurance."
- 6. List B of J Attachment A (1) is updated by adding "Homeland Security Presidential Directive (HSPD) 12."

CONCLUSION

- 7. This supplemental agreement constitutes a full and equitable adjustment and the contractor releases the government from any and all liability under the contract for further claims and equitable adjustments arising of or in connection with the changes affected hereby. All other terms and conditions of this contract remain unchanged and in full force and effect as a result of this modification.